

CAUSE NO. 10-14484

STATE OF TEXAS
Plaintiff

vs.

**Federal Cash Advance of Oklahoma,
LLC, d/b/a Cash Max, and d/b/a
Fed Cash, and d/b/a TopCash, and d/b/a
Cash Service Center,
Defendant**

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

193rd-L JUDICIAL DISTRICT

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

CAME ON TO BE CONSIDERED this day, the above entitled and numbered cause in which the State of Texas (State), acting by and through the Attorney General of Texas, Greg Abbott and his Consumer Protection and Public Health Division, is Plaintiff, and in which Federal Cash Advance of Oklahoma, LLC, d/b/a CashMax, and d/b/a Fed Cash and d/b/a/ TopCash, and d/b/a Cash Service Center, ("Federal Cash") and Patrick "Dylan" White, individually are Defendants. Defendants were duly served with process by agreed service upon their attorney. The State of Texas appeared by and through its Attorney General Greg Abbott and his assistant. Defendants appeared by and through its counsel of record W. "Trey" R. Dyer, III.

Patrick "Dylan" D. White, individually has been nonsuited with prejudice by the State in this cause. The parties further consent to the entry of this Agreed Final Judgment and Permanent Injunction ("Judgment") as to the claims of the State against the remaining Defendant, Federal Cash, waiving the making of a further record other than this Judgment, and prior to the taking of any testimony in this cause, jointly move that the Court approve and enter this Judgment as a final Judgment.

It is stipulated by and between the parties that the State and Federal Cash have fully compromised and settled all of the State's claims against Federal Cash. Federal Cash consents to the entry of the Judgment, which such consent is not an admission of liability by Federal Cash as to any issue of fact or law. The Plaintiff and Federal Cash do not contest the entry of this final Judgment, without trial, further hearing, or further adjudication of any issue of fact or law.

FINDINGS

THE COURT FINDS, having reviewed the pleadings and stipulations of the parties and it appearing to the Court that the State and Federal Cash agree to and have approved the entry of this Agreed Final Judgment and Permanent Injunction, that said agreement should be approved, and accordingly this Judgment should be entered by the Court.

THE COURT FINDS that it has jurisdiction under the provisions of §§392.301, and 392.304 of the Texas Finance Code, TEX. FIN. CODE § 392.001 *et seq.*, and §§17.46(a) and (b) of the Texas Deceptive Trade Practices-Consumer Protection Act, TEX. BUS. & COM. CODE ANN. §17.41 *et. seq.* (DTPA), over the subject matter and over all parties to this action.

THE COURT FINDS that the State's Original Petition for Civil Penalties and for Injunctive Relief alleges violations of §§392.301, and 392.304 of the Texas Finance Code, TEX. FIN. CODE § 392.001 *et seq.*, and §§17.46(a) and (b) of the DTPA, and states a claim upon which injunctive relief can be granted, and that the State has authority to seek the relief it has requested.

THE COURT FINDS that venue of this matter is proper in Dallas County because Federal Cash conducts business in Dallas County and a substantial part of the events or omissions giving rise to this law suit occurred in Dallas County, Texas.

THE COURT FINDS, that the State is entitled to the relief demanded and that all or part of the relief sought requires that Federal Cash be enjoined from engaging in the below discussed acts or practices. The Court also finds that such acts or practices may be prejudicial to the Plaintiff or may be unlawful. Furthermore, the Court finds that the State is entitled to a writ of injunction under the law and principles of equity and that Federal Cash may have violated §§392.301, and 392.304 of the Texas Finance Code, TEX. FIN. CODE § 392.001 *et seq*, and §§17.46(a) and (b) of the DTPA.

DEFINITIONS

IT IS ORDERED, ADJUDGED AND DECREED that for the purposes of this Judgment, the following definitions shall apply:

A. “Consumer” means an individual, partnership, corporation, or entity of any kind, including this state, or a subdivision or agency of this state who seeks or acquires, by purchase or lease, any goods or services;

B. “Defendant” means Federal Cash Advance of Oklahoma, LLC, d/b/a CashMax, and d/b/a Fed Cash and d/b/a TopCash, and d/b/a Cash Service Center, its successors, assigns, officers, agents, subcontractors, servants, employees, corporations and any other persons in active concert or participation with them;

C. “Person” means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized;

D. “Representing”, “representations”, “selling”, “marketing”, “promoting”, “distributing”, soliciting or “advertising” means any type of contact with a person or entity for the purpose of requesting, persuading, or seeking any type of payment, contribution,

sponsorship, compensation, or anything of value from said person or entity for any reason whatsoever, including by use of the Internet or telephone.

E. All other terms and words shall mean the common accepted definition unless defined by applicable Texas law, in which case, the definition by Texas law controls.

PERMANENT INJUNCTION

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant, Federal Cash, its officers, agents, servants, employees, attorneys and any other persons in active concert or participation with them, who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other devise, shall be permanently enjoined from engaging in the following acts or practices:

- A. Attempting to collect debts by sending the same fraudulent collection letter (as attached to Plaintiff's Original Petition and this Judgment as Exhibit A and) subject of this suit to any consumer;
- B. Attempting to collect debts by sending similar false or fraudulent collection letters (as attached to Plaintiff's Original Petition and this Judgment as Exhibit A and) subject of this suit to any consumers in violation of the Texas Fair Debt Collections Act.
- C. Attempting to collect debts by sending collection letters to consumers bearing the forged signature of a public official;
- D. Attempting to collect debts by sending collection letters to consumers bearing the unauthorized use of a government seal;

- E. Attempting to collect debts by sending collection letters to consumers bearing false representations regarding prosecution by the District Attorney;
- F. Attempting to collect debts by sending collection letters to consumers bearing false representations of an existing criminal case;
- G. Attempting to collect debts by sending collection letters to consumers bearing false representations of applicable fines and jail terms;
- H. Attempting to collect debts by sending collection letters to consumers which fail to state the actual name and actual address of the creditor and debt collector;
- I. Failing to formulate and implement a business corrective action plan addressing company policy and training regarding at least, the following particular matters:
 - 1. The use of pre-approved authorized collection letters and practices and the prohibition of use of any unauthorized collection letters and practices.
 - 2. Applicable law and the terms of this injunction prohibiting collection activities as described in paragraphs A through H above.
 - 3. The applicable requirements of the federal Fair Debt Collection Act, the Texas Unfair Debt Collection Practices Act and the Texas Deceptive Trade Practices - Consumer Protection Act.
 - 4. The duty of each employee to report violations of these requirements to Patrick "Dylan" D. White or other executive management of the business of Federal Cash.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Federal Cash in this

cause be and hereby is commanded forthwith to comply with this Judgment from the date of entry.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of this Court shall, upon request of the State, forthwith issue any necessary and appropriate Writ of Injunction in conformity with the law and the terms of this Judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Federal Cash's attorneys shall deliver a copy of this Agreed Final Judgment and Permanent Injunction to Federal Cash, or alternatively provide actual notice to Federal Cash of the specific terms of this Permanent Injunction. Federal Cash's attorneys shall notify the State, in writing within 10 days after this order is signed, that either a true and correct copy of this order was delivered by them to Federal Cash or that they provided actual notice to Federal Cash of the specific terms of this permanent Injunction.

IT IS FURTHER ORDERED ADJUDGED AND DECREED this Order shall be effective without the execution and filing of a bond as Plaintiff, the State, is exempt from a bond under TEX. CIV. PRAC. & REM. CODE § 6.001 and TEX. BUS. & COM. CODE § 17.47(b) in connection with this Permanent Injunction.

MONETARY REMEDIES

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the State of Texas, shall have and recover judgment against Defendant, Federal Cash Advance of Oklahoma, LLC, d/b/a CashMax, and d/b/a Fed Cash and d/b/a/ TopCash, and d/b/a Cash Service Center, ("Federal Cash"), in the sum of FORTY THOUSAND AND NO/100THS DOLLARS

(\$40,000.00) to be paid to the General Revenue Fund of the State of Texas. Federal Cash shall pay and deliver said sum instanter to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the State of Texas, shall have and recover judgment against Defendant, Federal Cash Advance of Oklahoma, LLC, d/b/a CashMax, and d/b/a Fed Cash and d/b/a/ TopCash, and d/b/a Cash Service Center, ("Federal Cash"), as reasonable attorney's fees, the additional sum of TWENTY THOUSAND AND NO/100THS DOLLARS (\$20,000.00). Defendant shall pay and deliver said sum instanter to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, notwithstanding anything herein to the contrary, as agreed by and between the parties, Federal Cash shall make payment to the State of Texas of the total sums due upon the entry of this Judgment by payment of THIRTY THOUSAND AND NO/100THS DOLLARS (\$30,000.00) on or before August 30, 2011 and payment of the due balance remaining of THIRTY THOUSAND AND NO/100THS DOLLARS (\$30,000.00) in not more than three (3) equal monthly installment payments of TEN THOUSAND AND NO/100THS DOLLARS (\$10,000.00) each, beginning on September 30, 2011 and continuing on the thirtieth of each month thereafter, until the total sum due upon entry of this Judgment is paid in full. A default in this agreed payment schedule shall be considered a failure to materially and substantially comply with the orders of the Court in this Judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all additional or other taxable costs of court, if any, are assessed and shall be paid by the party incurring same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, except as otherwise provided herein, payment of the judgment amounts aforesaid is due as described above and shall

only be made by certified check or money order payable to the State of Texas, Office of the Attorney General, delivered to the Dallas Regional Office, Consumer Protection Division, Office of the Attorney General, 1412 Main Street, Suite 810, Dallas, Texas 75202-4065, and identified for proper accounting credit by this case Cause Number and OAG # 103225207.

OTHER RELIEF

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Clerk of the Court is authorized to and, upon request of the Plaintiff, shall forthwith issue such Writ of Injunction and or Writs of Execution or other process necessary to collect and enforce this agreed final Judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties herein may provide notice to the other regarding a change of address or make a written agreement between the parties regarding a change of address, place, time or manner of payment of the judgment amounts adjudged herein without such being deemed a material and substantial change of this Judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that in the event that Plaintiff believes that Federal Cash is not in compliance with the terms of Injunction of this Judgment, Plaintiff shall promptly provide Federal Cash with written notice of the potential non-compliance. Plaintiff and Federal Cash shall attempt to resolve that dispute informally and in good-faith. After 30 days, if the dispute is not resolved by agreement between Plaintiff and Federal Cash, either party may seek relief from this Court. Good faith mistakes and errors of non-compliance with terms of Injunction of this Judgment as a result of events or conditions

outside of Federal Cash's control shall not constitute sole grounds for Plaintiff to seek enforcement of this judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that this Court retains jurisdiction for the purpose of enabling any party to this Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Judgment, for modification of the injunctive provisions hereof, for enforcement and compliance with this Judgment, and for the pursuit of appropriate remedies for violations of this Judgment.

IT IS FURTHER ORDER ADJUDGED AND DECREED that notices required by this Judgment shall be sent by certified mail, return receipt requested to Federal Cash as follows unless otherwise agreed in writing by the parties:

W. "Trey" R. Dyer, III
Cherry Petersen Landry Albert LLP
8350 N. Central Expressway, Suite 800
Dallas, Texas 75206

Notice to Plaintiff shall be sent by certified mail, return receipt requested to the State of Texas as follows unless otherwise agreed in writing by the parties:

Dallas Regional Managing Attorney,
Consumer Protection Division
Office of the Attorney General of Texas
1412 Main Street, Suite 810,
Dallas, Texas 75202-4065

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the entry of this agreed final Judgment shall in no way affect the rights of individual consumers or citizens.

IT IS FURTHER ORDERED ADJUDGED AND DECREED as agreed by and between the parties that this Judgment is final and the parties hereto waive any and all rights to appeal.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that all relief not expressly granted herein be and is hereby denied.

SIGNED this 30 day of August, 20 11.

A handwritten signature in black ink, reading "CARL GINSBERG". The signature is stylized with a large, sweeping "C" and "G".

JUDGE PRESIDING

AGREED and APPROVED as to FORM and CONTENT and SUBMITTED for ENTRY:

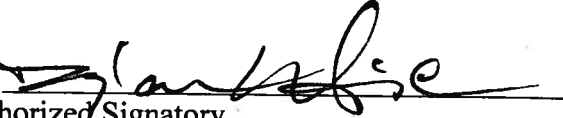
ATTORNEY GENERAL OF TEXAS




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ATTORNEY FOR PLAINTIFF
THE STATE OF TEXAS

FEDERAL CASH ADVANCE OF
OKLAHOMA, LLC, d/b/a CASHMAX, and
d/b/a FED CASH and d/b/a/ TOPCASH, and
d/b/a CASH SERVICE CENTER,

By: 
Authorized Signatory
DEFENDANT



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ATTORNEY FOR DEFENDANTS